

International Design Group, Inc. d/b/a
USA Telecom

INTERNAIONAL DESIGN GROUP, INC.
D/B/A USA TELECOM

Kentucky Tariff
Original Sheet 1

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

The following Tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by USA TELECOM (hereinafter USAT or Carrier) with principal offices at 3201 Griffin Rd, Suite 210, Dania, Florida 33312. This Tariff applies for services furnished within the State of Kentucky. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected there during normal business hours or at USAT's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued:

By: David Raymond - President
USA Telecom
3201 Griffin Road
Suite 210
Dania, FL 33312
Tele. 954-893-8227

Effective:

FEB 24 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

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By: David Raymond - President
USA Telecom
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CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting in an increase to a Customer's Bill
- M Moved From another Tariff location
- N New
- R Change Resulting in a reduction to a customer's bill
- T Change in Text or Regulation but no change in rate or charge.

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TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version on file with the KENTUCKY-PSC. For example the fourth revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the KENTUCKY-PSC follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.2.
- 2.1.1.A1. (a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.1.(a).I.(i)(1)

D. Check Sheets - When a price list filing is made with the KENTUCKY-PSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk(*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with KENTUCKY-PSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to USA TELECOM network switching center.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunications service as required.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Carrier to identify use of service on his or her account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his or her account.

Business Customer - A Customer whose use of service is primarily or substantially of a professional, business, institutional, occupational or other commercial nature.

Carrier - USA TELECOM (USAT) unless the context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Customer Provided Equipment - Terminal equipment, as defined herein, provided by a customer.

Day - From 9:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Disconnection - The disconnect of a circuit, dedicated access line or port connection being used for existing service.

KENTUCKY-PSC Kentucky Public Service Commission.

Holiday - USAT'S recognized Holidays are New Year's Day (January 1,), Independence Day (July 4), Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day (December 25).

LATA (Local Access and Transport Area) - A group of telephone exchanges within which FCC rules allow local exchange carriers to carry toll telephone calls.

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MTS - Message Telecommunications Service.

Night/Weekend - From 11:00 PM up to but not including 9:00 AM Sunday through Friday, and 9:00 AM Saturday up to but not including 5:00 PM Sunday.

Off Peak - From 5:00 PM up to but not including 9:00 AM local time, Monday through Friday; from 5:00 PM on Friday up to but not including 9:00 AM on Monday, and, all day during Holidays.

Peak - From 9:00 AM up to but not including 5:00 PM local time, Monday through Friday.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space each sharer's place or places of as well as space at the customer place of business.

Residential Customer - A customer whose use of service is primarily of a domestic nature.

Service or Services - The services covered by this Tariff shall include only the State of Kentucky.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

WATS - Wide Area Telephone Service.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF USAT

USAT is providing alternative local exchange carrier communications services, to customers for their direct transmission and reception of voice, data and other types of telecommunications. Service is available on a full time basis, twenty-four hours per day, seven days per week, throughout the State of Kentucky.

2.2 LIMITATIONS OF SERVICE

2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the customer and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facility and/or equipment and subject to the provision of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Public Service Commission of Kentucky or in violation of the law. Termination of service for non payment requires ten days written notice in accordance with 807 KAR 5:006, Section 14.

2.2.4. Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

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2.3.1 Minimum Service Period

The minimum period of service is one month (30 Days), unless otherwise stated in this Tariff.

2.4 LIABILITY

2.4.1. The liability of the Carrier for any claim or loss, expense or damage (including indirect, special or consequential damages) for any interruption, delay, error, omission, or defect in any service, facility of transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage (Including indirect, special or consequential damages) for any interruption, delay, error, omission or other defect in service, facility or transmission provided under this Tariff, if caused by any person or entity other than Carrier, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Carrier's direct control.

2.4.3 Carrier shall not be liable for, and shall be fully indemnified and held harmless by customer against any claim or loss, expense or damage, including indirect, special or consequential damage for:

A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, propitiatory or creative right, or any other injury to any person, property or entity arising from the material, data, information or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff, or

B. For connecting, combining or adapting Carrier's facilities with customer's apparatus or systems, or

C. For any act of omission by the customer, or

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D. For any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier if not caused by gross negligence of the Carrier.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.

2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS Tariff, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.5 INTERRUPTION OF SERVICE

2.5.1 Credit allowances for interruption of service which are not due to the negligence of Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer and other carrier, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, the customer shall ascertain that the trouble is not being caused by action or omission of the customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF THE CUSTOMER

2.6.1 All customers assume general responsibilities in connection with the provisions and use of USAT's service. When facilities, equipment, and /or communications systems provided by others are connected to USAT's facilities, Customer assumes additional responsibilities. All customers are responsible for the following;

A. Customer is responsible for placing orders for service, paying all charges for service rendered by USAT and complying with all of USAT's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, Customer must provide:

1. The names(s) and address (es) of the person(s) responsible for the payment of charges.
2. The name (s), telephone number (s), and address(es) of the customer contact person(s).

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C. Customer must pay USAT for the replacement or repair of USAT's equipment when the damage results form:

1. The negligence or will full act of Customer or user.
2. Improper use of service.
3. Any use of equipment or service provided by others.

2.6.2 Availability of Service for Maintenance, Testing and Adjustment

Upon reasonable notice, the facilities provided by USAT shall be made available to USAT for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such test and adjustments are made.

2.6.3 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for by USAT.

A. Credit allowances for failure of service or equipment start when Customer notifies USAT of the failure or when USAT becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

B. Customer shall notify USAT of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for;

1. Interruptions of service resulting from USAT performing routine maintenance;
2. Interruptions of service for implementation of a Customer order for a change in the service.

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3. Interruption caused by negligence of Customer or his authorized user;
4. Interruptions of service because of the failure of service or equipment due to customer or authorized user-provided facilities.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time. However, if customer wishes to avoid the \$44.00 initial connection fee, they may sign a contract for a minimum 6 month service period. If the customer terminates service prior to meeting the minimum 6 month period, a \$45.00 disconnection fee is charged.
- B. Customer orders service requiring special facilities dedicated to the customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but not service provided, the non-recoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case by case basis.

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on a re-occurring and non-recurring basis. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by the Carrier in accordance with provisions of this Tariff.
 - B. Payment will be due upon receipt of the statement. A non-recurring \$10.00 per month penalty fee will accrue upon any unpaid amount commencing five days after the payment due date. A penalty may be assessed only once on any bill for rendered services. Additional penalty charges shall not be assessed on unpaid penalty charges.
1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.

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2. Service may be denied or discontinued at USAT's discretion, for non-payment of regulated amounts due to USAT, past the due date. Customers who are past due will receive ten days written notice prior to disconnection. Restoration of service will be subject to all applicable installation charges.

2.6.6 Application of Charges

The charge for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits

The Carrier does not require a deposit from Customer.

2.6.8 Returned Checks - A non-recurring \$10.00 per month fee will accrue upon any unpaid amount commencing five days after the payment due date.

Carrier will bill Customer a return check charge in an amount not to exceed that allowed by the KENTUCKY-PSC.

2.7 ADVANCE PAYMENTS

For customers from whom Carrier feels an advance payment is necessary, USAT reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.

2.8 RESPONSIBILITY OF CARRIER

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5, when service is interrupted the credit allowance will be computed on the following basis:

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- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. Any objections to billed charges shall be promptly reported to the Carrier. Adjustments to Customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that adjustment may otherwise be appropriate.

2.8.2 Cancellation of Credit

Where USAT cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After ten days written notice, for non-payment of any regulated sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service.
- B. Without notice, in the event of a violation of any regulation governing the service under this Tariff.

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C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

E. In the event of excessive call attempts or fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.9 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.10 TAXES AND SURCHARGES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used. Pursuant to KPSC Administrative Case No. 333, a monthly surcharge shall be imposed on all local exchange access lines. The commission has determined the amount of the surcharge will be \$.08 (eight cents) per access line, per month, however, this amount is subject to change by the Commission to meet the needs of providing Telecommunications Relay Services for the hearing and/or speech impaired persons in Kentucky. Pursuant to KPSC administrative Case No. 352, a monthly surcharge for the T.D.D. distribution program shall be imposed as above at the rate of \$.01 (one cent). Both these surcharges shall be combined into one rate and appear as a separate line item on the customer's bill and shall read, "TRS/TDD SURCHARGE." For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2 of this Tariff.

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2.11 TIMING OF CALLS

Chargeable time begins when two way communications is possible between the Customer and the calling or called station, and the call ends when either station "hangs up." Chargeable time ends when the network connection is released by automatic timing equipment in the telecommunications network. There will be no billing for uncompleted calls.

2.12 START OF BILLING

2.13 INTERCONNECTION

2.13.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the customer's expense.

2.13.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnections.

2.14 MILEAGE MEASUREMENT

The distance between the customer's end office and destination point is calculated by using the "V" and "H" coordinates of each of the areas.

2.14.1 Obtain the V and H coordinates for the customer's end office and the destination point.

2.14.2 Obtain the difference between the V coordinates of each of the areas. Obtain the difference between the H coordinates of each of the areas.

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2.14.3 Square the difference obtained in Step 2.14.4 by ten (10). Round to the next whole number if any fraction is obtained.

2.14.4 Obtain the square root of the whole number obtained in Step 2.14.5. Round to the next whole number if any fraction is obtained. This is the distance between the areas.

Section 3 - DESCRIPTION OF PROPOSED SERVICES

3.1 DESCRIPTION OF PROPOSED SERVICES

3.1.1 Digital Dial Tone Service - Digital Dial Tone Service provides the Customer with connection to the public switched telephone network for the transmission of local telecommunication services and the receipt of local and long distance telecommunication services. Customers are provided free local calling in the same area as provided by the Incumbent Local Exchange Carrier.

3.1.2 Special Services - For the purpose of this Tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this Tariff. Special Service charges will be developed on an individual case basis and filed in this Tariff.

3.1.3 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's network which enables the customer to:

- Place or receive calls to any station in the local calling area, as defined herein
- Access basic 911 Emergency Service
- Place or receive calls to 800 numbers
- Access Telephone Relay Service

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (EG. 900,976) nor can they access an interexchange carrier for interLata, intraLata, interstate or international calling; nor can they access Directory Assistance. Calls to those and other numbers will be blocked.

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Tele. 954-893-8227

Effective PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 24 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

SECTION 4 - BASIC SERVICE DESCRIPTIONS AND RATES

4.1 SERVICE OFFERINGS

Residential Initial Connection Fee	\$50.00
Residential Local Telephone Service (Basic Monthly Rate)	\$49.95 plus taxes
Call Waiting	\$6.00
Unpublished Number	\$6.00
Call forwarding	\$6.00
Three Way Calling	\$6.00
Speed Dial	\$6.00
Call Return (*69)	\$6.00
Caller I.D.	\$10.00 plus, \$10.00 set up fee with initial set up or \$25.00 fee to connect at later date
Re-Connection Fee	\$50.00
Add Features Subsequent to initial order	\$10.00
Late Payment Fee	\$10.00 per each late payment

4.2 EMERGENCY SERVICES: Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an Emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary for display at the Public Service Answering Point (PSAP).

4.3 TELECOMMUNICATION RELAY SERVICE: Enables deaf, hard-of-hearing or speech-impaired persons who use a text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

4.4 RETURN CHECK CHARGES: A return check charge of \$20.00 will be assessed for checks returned for insufficient funds.

PUBLIC SERVICE COMMISSION
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By: David Raymond - President
USA Telecom
3201 Griffin Road
Suite 210
Dania, FL 33312 Tele. 954-893-8227

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- 4.5 LATE PAYMENT: Payment will be due upon receipt of the statement. A nonrecurring \$10.00 per month penalty fee will accrue upon any unpaid amount commencing five days after the payment due date.
- 4.6 SPECIAL PROMOTIONS: The company will from time to time offer special promotions to its customers waiving certain charges. These promotions will be approved by the KENTUCKY-PSC with specific starting and ending days.

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